



Community Development  
Department

# Bid Packet:

## 2016 Transit Bus Acquisition

### Procurement ID#: MPO 16-01B2

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BID INCLUDES THE PURCHASE OF UP TO:

- Four body-on-chassis, 24 passenger, lift-equipped wheelchair accessible transit buses *and* options to purchase four additional, identical buses over four years.

\*\*\*TOTAL AWARD WILL BE DEPENDENT UPON AVAILABLE FUNDING AND PRICE\*\*\*

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**Advertisement for Bids**  
FOR  
2016 TRANSIT BUS ACQUISITION  
(Project # MPO 16-01B2)  
FOR  
CITY OF CASPER  
CASPER, WYOMING  
(Approved by City Attorney, 1995)

Notice is hereby given, pursuant to Wyoming Statute Section 15-1-113, that the City of Casper, Wyoming, will receive bids at the Casper Area Metropolitan Planning Organization until 3:00 P.M. Local Time, April 8, 2016 for the following:

- **Four (4) body-on-chassis, 24 passenger, lift-equipped transit buses**
  - Options to purchase four additional, identical vehicles over four years based on the following Producer Price Index Codes: NAICS 336120 “Heavy duty truck over 14,001 GVW” with a base value of 151.8 (January 2016). All future options will require an additional guarantee in the form of a 5% bond or cashier’s check prior to contract execution.

Description of Work: four public transit buses according to specifications outlined in this document. *As part of this contract, the Contractor also allows for the purchase of additional and identical vehicles to be purchased on a schedule determined solely by the City.*

Delivery: vehicle delivery will be staggered. This delivery schedule is intended to provide flexibility to the vendor in acquiring the chassis. The first delivery will consist of two (2) buses; the second delivery (two buses) shall occur **no sooner** than six months following the first delivery.

Bids must be in one sealed envelope with statement thereon “BID ENCLOSED, CITY OF CASPER 2016 TRANSIT BUS ACQUISITION, PROJECT # MPO 16-01B2” and submitted to the following address:

Andrew Nelson  
City of Casper | MPO Division  
200 North David Street  
Casper, Wyoming 82601

Bids must be submitted at or before the above stated time. Bids must include four sections: (1) Base Bid, (2) Other required documents, (3) References, (4) all required certifications. The Bid section will be opened publicly, read aloud, and tabulated by the City Manager, or his or her Designee, at the above stated time and place, unless an alternative site is designated in writing which is posted at the Finance Office prior to the time of Bid Opening. No bid may be withdrawn for a period of thirty (30) days after the date set for opening thereof.

Issuance of this bid does not commit the City to award any contract, to pay any costs incurred in preparation of a bid pursuant to this request, or to procure or contract for services or supplies. The City of Casper reserves the right to reject any or all bids and to waive any informalities or technicalities in the

bidding. Any bid received after the time specified or without accompanying Bid Guaranty, as stated below, will not be considered.

Bid Documents, including specifications, are currently available from the Metropolitan Planning Organization, 200 North David Street, Casper, Wyoming. Bidders may obtain one set upon request. **Please note this project is partially funded with Federal Transit Authority funds and has specific Federal compliance clauses regarding procurements of rolling stock.**

A Bid Guaranty in the form of a properly executed Bid Bond payable to the City in the amount of not less than 5% of the total base bid amount must accompany each bid. (NOTE: If your bid is less than \$100,000.00 you may submit a Cashier's Check for not less than 5% of the total base bid amount.) The successful Bidder will be required to execute an Agreement with the City, in the form supplied in the bidding documents, within thirty (30) days after Notice of Award is issued. The Notice of Award shall serve as notice that the Agreement is ready for execution. The Bid Guaranty shall be forfeited as liquidated damages if the Bidder fails to execute the Agreement within (30) days after such notice is issued, or fails to provide proper Bond or other form of Guaranty, as approved. The Bid Guaranty, if a Bid Bond, shall be executed by a surety or guarantee company authorized to do business in Wyoming. The Attorney-in-Fact who executes the Bond on behalf of the surety shall affix a certified and current copy of its Power of Attorney from the surety. No other type of Bid Guaranty will be accepted. The City may proceed against a Bid Guaranty unless either: a) the Agreement has been executed by Contractor and Performance, and Labor and Material Payment Bonds have been furnished, as required; or, b) the specified time has elapsed so that Bids may be withdrawn; or c) the Bid has been rejected.

Publish:            March 15, 2016  
                         March 19, 2016

## **Part I: Standard Instructions to Bidders and Proposal Organization**

## STANDARD INSTRUCTIONS TO BIDDERS

(Approved by City Attorney, 1997)

### 1. DEFINED TERMS.

- 1.1 Terms used in these Instructions to Bidders have the meanings assigned to them in the Standard General Conditions, as modified by the Supplementary Conditions unless otherwise stated herein.
- 1.2 Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
  - A. Bidder: One who submits a bid directly to the City.
  - B. Successful Bidder and/or Contractor: This term means the qualified, responsible, and responsive Bidder, as determined by the City, who has submitted the lowest bid, and to whom the City has awarded the Contract.
  - C. Bid Documents: Prior to award of the contract, all documents in the Bid Package are considered "Bid Documents." This includes the Advertisement for Bid, Instructions to Bidders, Bid Forms, Bond Forms, Sample Agreement, Standard General Conditions, Supplementary Conditions, Technical Specifications, drawings, etc. Bid Documents also include any addenda issued prior to the opening of the bids.
  - D. Contract Documents: Following the award of the contract, contract documents shall include those documents listed above in "C." -- with the exception of the Advertisement for Bid, Bid Bond and the Instructions to Bidders; the executed performance and payment bonds; change orders; and, all written agreements and/or written documents executed between the City and Contractor.

### 2. COPIES OF BIDDING DOCUMENTS.

- 2.1 Bidding Documents, including specifications, are currently available from the Casper Area Metropolitan Planning Organization. Bidders may obtain one set upon request.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids; the City assumes no responsibility to Bidders for errors or misinterpretations, including those resulting from the use of incomplete sets of Bidding Documents.
- 2.3 The City, and/or its agent, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

### 3. QUALIFICATIONS OF BIDDERS.

- 3.1 Post Bid Qualifications: To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five (5) days of Owner's request written evidence

demonstrating Bidder's responsibility, including, but not limited to, matters such as financial data and previous experience with the City and other government agencies. Each Bid will be considered a warrant of Bidder's qualification to do business in this state. Proof of such qualifications may be required upon five (5) days' notice.

4. EXAMINATION OF CONTRACT DOCUMENTS AND EQUIPMENT.

4.1 Before submitting a Bid, each Bidder must do at least the following:

- A. Examine the Bidding Documents thoroughly;
- B. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work, including the required Federal clauses and certifications included in the bid packet; and
- C. Study and carefully correlate Bidder's observations with the Bidding Documents.

4.2 On request the City will provide each Bidder access to existing vehicles to conduct such investigations as each Bidder deems necessary for submission of his Bid. The City may require any Bidder desiring access to execute an appropriate release form.

4.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that: Bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith; Bidder assumes responsibility for estimating properly the difficulties and costs of successfully performing the work; Bidder has complied with every requirement of these instructions; and that the Bidding Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the Work.

5. INTERPRETATIONS.

All questions about the meaning or intent of the Bidding Documents shall be submitted to the MPO Manager in writing no later than March 25. The MPO will post responses to the City website on March 30. Replies will be issued by Addenda posted to the City website for all parties recorded by the MPO Manager as having received the Bidding Documents. **Questions received less than ten (10) calendar days prior to the date for opening the Bids will not be answered.** Only questions answered by formal written Addenda will be binding. Oral interpretations, clarifications, or comments are not binding upon the City, and do not serve to amend, modify, or in any way change the basic Bidding Documents, and shall be relied upon by Bidder at his own risk.

6. BID GUARANTY.

6.1 Unless otherwise provided, a Bid Guaranty in the form of a Bid Bond, as required by Wyoming Statute Section 15-1-113(f), shall be provided by all Bidders and be made payable to the City, in the amount of five percent (5%) of the Bidder's Total Base Bid.

Bid Bonds shall be executed by a Surety or Guaranty Company authorized to do business in Wyoming.

- 6.2 The Bid Guaranty of the Successful Bidder will not be released unless and until such Bidder has executed the Agreement and furnished the required contract Bond(s). If the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Bonds within thirty (30) days of the Notice of Award, or fails to proceed with the performance of the Contract, the City may annul the Notice of Award and the Bid Guaranty of that Bidder will be forfeited as liquidated damages, it being agreed that exact damages are difficult or impossible to calculate, and the Bid Guaranty amount is the best estimate.

7. CONTRACT TIME.

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

8. LIQUIDATED DAMAGES.

Provisions for liquidated damages are to be set forth in the Agreement, and in Section 7 here above.

9. MATERIAL AND EQUIPMENT.

- 9.1 The materials, products, and equipment described in the Bidding Documents establish a standard or required function, dimension, appearance, and quality to be met by any proposed substitution.

- 9.2 Materials containing asbestos will not be accepted.

- 9.3 No substitution will be considered unless written request for approval has been submitted by the Bidder on an appropriate form, and has been received by the MPO Manager or the City's designated agent at least TEN (10) DAYS prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data, and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment, or work that incorporation of the substitute would require, shall be included. The burden of proof of the merit and adequacy of a proposed substitute is upon the Bidder. The decision of approval or disapproval of a proposed substitution by the MPO Manager or the City's designated agent will be final.

If any proposed substitution is approved, such approval will be described in an addendum. Bidders shall not rely upon approvals made in any other manner.

- 9.4 When generic parameters for performance and/or appearance are specified, those materials which comply with specifics as delineated do not require a written request for



approval. They must be capable of withstanding specification comparison, however, at the time of product data and shop drawing submittal.

10. SUBCONTRACTORS, ETC.

- 10.1 If required by the City, the identity of certain Subcontractors and other persons and organizations shall be submitted to the City in advance of the Notice of Award. The selected Bidder, and any other Bidder so requested by the City, will within seven (7) days after the day of the Bid opening, submit to the City a list of names and addresses of all Subcontractors and other persons and organizations whom Bidder proposes will furnish material and/or equipment for the Work. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each Subcontractor, person, and organization if requested by the City. If the City, after due investigation has reasonable objection to any proposed Subcontractor, or other person, or organization, the City may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution and the Agreement is not awarded to such Bidder for that reason, the Bidder's refusal will not constitute grounds for forfeiting the Bid Guaranty. Any Subcontractor, other person, or organization so listed and to whom the City does not make written objections prior to giving of the Notice of Award will be deemed acceptable to the Owner.

11. BID FORM

- 11.1 The Bid Form is included with the Bidding Documents. Bidders shall bid all schedules and alternates (if any) as set forth in the Bid Form.
- 11.2 Bid Forms must be completed in ink or by typewriter. Corrections must be initialed by the Bidder. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.
- 11.3 Bids by corporations or limited liability companies must be executed in the business entity's name by the president or a vice-president (or other officer or member accompanied by evidence of authority to sign), and the signature attested to by an authorized officer or member. The business entity's address and state of incorporation shall be shown below the signature.
- 11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- 11.5 All names must be typed or printed below the signature.
- 11.6 The bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

11.7 The address to which communications regarding the Bid are to be directed must be shown.

11.8 All items which are not specifically referred to in the Bid Form but are included in the plans or specifications are to be considered incidental to the performance of the major work described and shall be constructed as indicated on the plans or called for in the specifications without additional remuneration.

12. SUBMISSION OF BIDS.

Bids shall be submitted not later than the time and at the place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Guaranty and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

13. MODIFICATION AND WITHDRAWAL OF BIDS.

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the same manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2 If, within twenty-four (24) hours after Bids are opened, any bidder files a duly signed written notice with the City and promptly thereafter demonstrates to the satisfaction of the City that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw its Bid and the Bid Guaranty will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

14. OPENING OF BIDS.

Bids will be opened publicly and read aloud. An abstract of the bid schedule will be made available after the opening of Bids.

15. BIDS TO REMAIN EFFECTIVE.

All Bids not modified or withdrawn as provided in Section 16, shall remain effective for thirty (30) days after the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid and return the Bid Guaranty prior to that date.

16. AWARD OF CONTRACT.

16.1 The City reserves the right to reject any and all Bids; to waive any and all irregularities or informalities; to negotiate specific contract terms not inconsistent with the Advertisement for Bids, with the Successful Bidder; and to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Discrepancies between words and numerals will be resolved in favor of words. Discrepancies between the indicated sum of any column of numerals and the correct sum thereof will be resolved in favor of the correct sum. Finally,

the City reserves the right to select a vendor with a Bid other than the lowest price through evaluation of bid documents to determine responsiveness and responsibility.

- 16.2 A Bidder shall bid all schedules and alternates (if any) as set forth in the Bid Form. The City reserves the right in awarding the Agreement to consider the competency, responsibility, and suitability of the Bidder, as well as the amounts of the various bids. The Work, therefore, may not necessarily be awarded to the low bidder.
- 16.3 In evaluating Bids, the Owner reserves the right to limit the scope of the project to the monies available for the project.
- 16.4 The Owner may consider, among other things, the qualifications and experience of Subcontractors and other persons and organizations who are proposed to furnish material or equipment for the Work; operating costs; maintenance considerations; performance data; and guarantees of materials and equipment.
- 16.5 The Owner may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualification, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations proposed to do the Work in accordance with the Bidding Documents.
- 16.6 If the Agreement is to be awarded, it will be to the Bidder who is determined qualified and responsible in the sole discretion and best interest of the City. The low bid shall be determined based upon an evaluation of the Total Base Bid. The City reserves the right to accept or reject alternates in any order or combination; and to accept or reject any schedule or all schedules.
- 16.7 If the Agreement is to be awarded, the Owner will give the Successful Bidder a Notice of Award within thirty (30) Days after the day of selection.

17. PERFORMANCE BONDS AND INSURANCE CERTIFICATES.

The General and Supplementary Conditions set forth the City's requirements as to Performance Bonds and Insurance Certificate(s). When the Successful Bidder delivers the executed Agreement to the Owner, it shall be accompanied by the required Bonds and Insurance Certificate(s).

18. SIGNING OF AGREEMENT.

When the City gives a Notice of Award to the Successful Bidder, it will be accompanied by one (1) unsigned counterpart of the Agreement and the Performance Bond. Within thirty (30) days thereafter, Contractor shall comply with the conditions precedent in the Notice of Award. Within ten (10) days thereafter, the City will deliver one (1) fully signed counterpart to Contractor. The City will deliver one signed copy of the Agreement within the project manual.

## **Part II: Technical Specifications**

**CITY OF CASPER  
SPECIFICATIONS FOR  
FOUR (4) 26 PASSENGER  
LIFT-EQUIPPED TRANSIT VEHICLES**

**General**

**Specifications:**

It is the intent of these specifications to specify the minimum requirements for the furnishing and delivery of four (4) 26 passenger, lift-equipped transit vehicles. The units shall be new and the manufacturer's current production model. Units shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

<b>Item</b>	<b>Minimum Specifications</b>	<b>Bidder's Specifications</b>
Chassis	Current production model.	
	19,500 maximum GVW plate certified 2016 or newer chassis or approved equal. Axles shall be marked if synthetic oil is used.	
Engine	2016 <b>Diesel</b> emission compliant engine. 6.0 liter minimum displacement. 300 horsepower or greater, turbo charged, with a minimum of 650 pounds of torque at no less than 1,400 RPM.  Oil cooler, heavy duty air cleaner.	
Engine Cover	The engine cover shall be insulated from engine heat, engine noise, and road noise. Driver's area noise level (at driver ear level) shall not exceed 82 DBA for any engine at a constant speed of 55 mph on a level roadway. Additional equipment added to the engine cover area shall not interfere with removal/installation of the engine cover.	
Alternator	145 amp minimum.	
Batteries	Two (2) 12-volt 650 minimum cold cranking amp maintenance	

	free batteries. Batteries located on slide out trays under vehicle. COMPLETELY ENCLOSED SO BATTERIES AND MOUNTINGS WILL REMAIN FREE OF ROAD DEBRIS. NO EXCEPTIONS. Auxiliary battery switch driver operated between coach and motor batteries. Switch to be easily accessible on panel by driver.	
Transmission	Heavy-duty, six-speed automatic cooled by external "H.D. transmission oil cooler" in series with radiator cooler or equal (cooler capacity to match GVWR of bus).	
Engine Block Heater	Shall come installed with the vehicle upon delivery.	
Suspension	Rear air ride suspension as required for vehicle GVRW.	
Fluids	Fluids shall be checked and filled from inside front hood where application allows. Engine oil fill/check, transmission oil fill/check, and coolant fill/check shall be located for easy access.	
Power Steering	With heavy duty pump power steering pump.	
Exhaust System	The exhaust shall exit the bus to the street side at the rear of the bus. The tailpipe shall terminate flush with the body panel.	
Brakes	Four wheel anti-lock and disc brakes for both front and rear.	
	The exhaust system shall meet FMVSS §393.83 and current Environmental Protection Agency (EPA) requirements.	
	The exhaust system must be installed to provide maximum ground clearance and departure angle at the rear of the bus.	
	ALL exhaust clamps shall have the threaded ends pointed up to remove any danger of contact	

	with a person's head when vehicle is on a hoist.	
Tires	Six (6) LT225-75R x 16 10-ply Commercial LT's front radial tires, rear mud and snow or approved equal mounted on heavy wheels. DO NOT INCLUDE JACKS OR LUG WRENCHES.	
Fuel Tank	Largest capacity available for this model, <b>full and properly blended for the climate with a full tank of DEF fluid at time of delivery</b> with high quality vented gas cap and tethered to the vehicle. One tank only.	
Wheelbase	190" inch factory length minimum.	
Antifreeze	Permanent anti-freeze protection to minus -40 Fahrenheit.	
Gauges	OEM fuel, voltmeter, speedometer odometer, water temperature and oil pressure. Wipers: Three speed electric windshield wipers with intermittent wipe and dual jet washers required.	
Axles	Truck type single rear axle with dual rear wheels. Gear ratio must be appropriate for proper operation at low speeds and optimum efficiency during in-city driving.	
Drive shaft	Shall be guarded to prevent it from striking the floor or ground in the event of failure.	
Bumpers	The front bumper shall be a high energy absorbing bumper. The rear bumper shall be installed per bumper manufacturer's specification and include a bumper step for easy access to the bus through the rear door.	
Headlights	Halogen Aero Headlamps with warning buzzer. An automatic daytime headlight control system shall be provided. The system	

	shall illuminate the headlights when the ignition switch is on and the headlight switch is off. The system shall activate automatically after engine start up with the headlamp switch off and shall deactivate automatically when the headlamp switch is on or the ignition switch is turned off.	
Other	The hood release shall be inside the vehicle.	
	Horn shall be of the dual variety.	
<b>Body Specifications</b>		
	The bus shall have a heavy duty fully insulated unit-body structure type. The body structure (rollover frame) shall be of durable steel and adequately reinforced at all joints and points of stress, with sufficient strength to comply with the FMVSS 220 rollover protection test.	
	The vehicle shall safely withstand road shock and other conditions found in transit operations.	
	All steel used in the body and floor structure shall be stored out of the elements to prevent early corrosion.	
	The minimum interior height is to be no less than seventy-four inches (74") measured from the floor of center aisle to the ceiling directly above.	
	When the unit is completed, the sections of the underside of the bus exposed to the elements shall be treated with undercoating material except those areas of the OEM chassis where undercoating is not recommended.	
	Undercoating shall be warranted for the same period covered by the body/structure warrant with no voids at delivery. A minimum of five years warranty rust proofing.	
<b>Doors and Windows</b>		
	Passenger Door: Passenger door shall be driver operated and	



	electrically controlled with exterior key switch.	
	The door shall be a double folding or split type. Doors shall be located on passenger side of vehicle behind front wheel.	
	Clear safety window glass in door only.	
	Door opening width shall be 36". The door, when open, shall be a minimum of 32". Door opening height shall be a minimum of seventy-two (72") inches measured from the top of the first step to the door header.	
	All steps, including the step well, shall be steel construction. All risers shall be of equal height which will not exceed 10".	
	For easy access to door adjustments the cover shall be hinged with only one latch.	
	Emergency Exit: One window on each side shall serve as emergency window exits. Additional emergency exit shall be the rear door and shall include a bumper step and warning alarm when rear door is opened. All emergency exits shall be clearly marked with instructions for proper use.	
	The doors shall be lockable by a key from the outside of the vehicle. All doors must be easily opened from the inside and outside of the vehicle including electric passenger door and rear door.	
	Windows: Full view curb window. Passenger compartment windows shall be T-type slider at top, full slider or top tip-in type for window ventilation. Windows shall have double density safety glass or Thermopane and heavy-duty locking features which shall meet FMVSS 217 for emergency exits. All vehicle windows will be safety glass.	
	Window glazing material shall be able to maintain its seal and glass retention for the life of the unit.	

	Caulking around windows shall be used only as a seal, not to make up for body defects or out of tolerance window openings. Tinted glass (minimum of 50% reduction).	
	A strip of smoked glass across the top of the windshield is required. The two (2) rear clear windows in rear door shall have a wide angle view lens to improve vision directly behind the vehicle.	
	Drip rails shall be provided over lift area, passenger windows and entry doors.	
<b>Interior</b>		
	The driver shall have direct and unobstructed access to the passenger compartment (i.e., the driver will not have to exit the vehicle to access the passenger area).	
	<p>The aisle area and underneath the passenger seats will be slip-resistant, even when wet, impervious, and grout-free. All materials shall be flame retardant and treated for easy cleaning.</p> <p>Color to be determined after bid award. Step treads and risers shall be covered with ribbed rubber with a bright yellow step nosing at the forward edge. All flooring must be non-skid.</p>	
	All surfaces including top of door, shall have items of hardware in passenger compartment having no sharp edges or corners and angles shall be padded for safety. All risers shall be of equal height which will not exceed 10".	
	<p>Floor shall be flat. There shall be <b>no steps</b> once the passenger has entered the vehicle. The floor shall come all the way to the passengers steps.</p> <p>Bidders must include a detailed copy of the proposed floor plan.</p>	
	Grab Rails: Grab rails left and right side entrance.	

	<p>Step Well: Entrance and center aisle shall be overlaid with ribbed, commercial grade rubber flooring. The step well shall be lighted. <b>Lighting strip on steps is not acceptable.</b> The floor in the seating area shall be smooth commercial grade rubber. The floor shall be easily distinguished by visually impaired persons. Black or white is not acceptable. All step edges shall have a band of bright contrasting color running the full width of the edge. Step well shall be undercoated and shall include rust proofing. Undercoating shall be warranted for the same period covered by the body/structure warrant with no voids at delivery. A minimum of five years warranty rust proofing. Bottom step shall be heated.</p>	
	The vehicle shall be equipped with one padded, adjustable sun visor driver's side only.	
	Interior advertising panels lining the passenger compartment.	
<b>Mirrors</b>		
	Interior mirror with adjustable mounting bracket shall be a 4" by 9" minimum, flat mirror glass with rounded corners. The driver shall be able to adjust the mirror so the complete passenger compartment can be viewed through interior mirror.	
	Each bus shall be equipped with exterior left-hand and right hand rear view mirrors of flat glass with convex mirrors a combination flat/convex glass. The mirror shall contain at least 50 square inches of flat glass viewing area. Right hand mirror shall be a fender ridge mount and must not impede driver vision out of side windows. Left hand mirror shall be a sail mount style.	
	All exterior mirrors shall be constructed with high impact plastic, stainless steel or aluminum housing.	
	Mirrors shall be remote adjusting	

	and shall move independently of the mirror housing.	
	The mirrors shall be modular in design so the glass can be replaced using the “twist lock” mechanism for service without removing the entire mirror assembly from the bus.	
	Mirror arms shall have adjustable detents to allow for repositioning. Mirrors shall be heated with convex and flat mirrors controlled from the driver’s seat.	
	The mirror placement shall not obstruct driver vision nor have window divider bars between the driver and mirror face.	
<b>Seating</b>		
	<p>The Driver’s seat will be a Freedman G2E or approved equal.</p> <p>Salient characteristics of the Freedman G2E: must meet all applicable FMVSS for safety. The seat shall provide a full range of driver controlled adjustments including forward, backward, dual lumbar support, seat cushion tilt adjustment, dymetrol active suspension, and height adjustment. Recline should be 45 to 110 degrees. A certified seat belt with automatic retractor shall be provided. Rated to 400 pound capacity.</p> <p>The seat shall be covered in a combination of fabric and vinyl. An instruction booklet for the seat is to be included.</p>	
	<p>Passenger Seating: Vehicles shall use forward facing heavy-duty vinyl (at least Level 3) folding seats that can be used over the wheelchair tie down area without interfering with the normal operation of the wheelchair tie downs on driver’s side only.</p> <p>All aisle seats on Driver’s side shall include flip seats.</p>	
	Grab bars are required on all	

	passenger seating, including folding seats.	
	Passenger seats must meet all federal motor vehicle safety standards. FMVSS 209, 207/210.	
	The rear seat on the passenger side the bottom cushion only will flip up to protect the rear heater on the floor.	
	Seat belts to be provided for each seat. The latch end of the belt will have an emergency locking retractor. The retractor will be mounted underneath the seat to the seat frame. No lap retractors. A push button latch release mechanism. Two universal "Buckle Up" decals approximately 6" by 6" shall be furnished loose with each bus. Decals shall indicate that seat belt use is required.	
	All materials shall be flame retardant. All seat mounts shall meet applicable federal standards.	
	Seat color will be determined after bid award.	
	Seats will meet or exceed all applicable Federal and State safety standards. FMVSS 209, 207/210. See Exhibit B for seating configuration.	
	Integrated Child Seats to be included on each aisle seat of the passenger side except for the last seat in the back.	
<b>Lighting</b>		
	Interior Lights: The vehicle shall be equipped with overhead, entrance, and step well lights to ensure adequate illumination of step well. These lights shall illuminate automatically when door is opened. Adequate interior lighting throughout the passenger compartment which will afford illumination at reading level. A separate light shall be provided to illuminate lift platform for night operation of the lift.	
	The vehicle exterior lights shall be in accordance with Federal	

	Motor Vehicle Carrier Safety Standards and shall be flush with the body and/or shielded to protect from loss or damage.	
<b>Wiring</b>		
	A fuse panel shall be conveniently accessible for service from inside the bus. The door for access shall be a sliding panel. A legend shall be posted inside the panel which shall correspond with the components.	
	Wiring provided by the manufacturer will be Point to Point wiring. Red and green LED indicators on fuses and relays. The wiring shall be bundled and clamped to protect the wires. Wires passing through metal shall be grommited to protect the wiring. Silk screening for components and fuse legend.	
<b>Operator's Controls</b>	Manufacturer's standards switches, gauges and controls are acceptable. All switches and controls added by the body manufacturer shall be conveniently located on a panel close to the driver position and labeled accordingly.	
	Master electronic printed circuit board control panel. The lights for the coach and the lights for the chassis shall be wired separately. The wiring system must be capable of operating 13 hours per day five days per week and eight hours on Saturday without interruption.	
<b>Heating and Cooling</b>	Driver heating unit shall be automotive in-dash type (chassis Original Equipment Manufacturer (OEM) or equal) and shall be capable of delivering heat, fresh air ventilation, and air conditioning to the driver's area. The front heater shall have a temperature control which can be regulated from the driver's area. The driver's area shall have air circulation in each mode of defrost, heat, fresh air ventilation,	

	and air conditioning.	
	The heater shall not be included in the air conditioning.	
	Two (2) rear heating units shall distribute heat in at least 180 degree air distribution to passenger areas of the bus interior. Coolant flow through the heating units shall not be restricted by excessive bends or kinks in hoses or excessive hose length. Heating units shall have rubber or nylon insulator(s) between their mounting base and floor of the bus.	
	Vehicle shall include dual compressor front and rear air conditioning (64,000 BTU minimum) and a separate rear heating system shall be rated at least at 65,000 BTUs. Both systems shall be sufficient to cool or heat both the driver and all sections of the passenger compartment.	
	Adjustable heat and air conditioning controls for driver's area and passenger compartment.	
	The air conditioning system (AC) shall have front and rear evaporator units. The system shall be integrated with a compatible in-dash driver's area evaporator unit and compressor (chassis OEM) capable of delivering tempered air for windshield defrosting.	
	The systems shall use refrigerant type R-134A and be warranted from in service date for two (2) full years, minimum.	
	The front system shall be integrated with a compatible in-dash driver's area evaporator unit (complete front system may be Chassis OEM). The front system shall provide temperature control with sufficient cooling ventilators for driver comfort with no reliance on the rear system for front temperature control. Front and rear air flow and temperature shall be controlled by separate switches on the driver's control	

	panel or dash panel. Front and rear systems shall have separate fan controls.	
	Compressor: There shall be one engine driven air conditioning compressor of nominal 10 cu. in. displacement (may be chassis OEM)	
	Condenser: The system's condenser shall be skirt mounted. The condenser fans and motors shall be enclosed within the condenser housing. Evaporator(s) in the front (may be chassis OEM equipment) and rear evaporator shall have three-speed or variable speed continuous duty permanently lubricated blower motors (rear blower assembly shall meet required certification in Vendor/Manufacturer Requirements)	
	The driver's evaporator shall be controlled separately from the passenger area evaporator and shall have a three-speed or variable speed continuous duty permanently lubricated blower motor (may be chassis OEM equipment). The controls shall include an on/off switch and a three-speed blower switch. The in-dash unit shall not interfere with removal or replacement of the engine cover.	
	The passenger area evaporator system shall be separately controlled from a control station at the driver's position. The controls shall include an on/off switch and a three-speed or variable speed blower switch. The components of the air conditioning system shall be readily accessible for maintenance. Service/charging ports shall be accessible without removing any other component or item.	
	The evaporator and condenser wiring (power and ground circuits) shall be properly sized to provide full battery voltage to each electrical unit. Air	



	conditioning electrical circuits shall be protected with automatic circuit breakers or thermal relays. The wiring shall meet all applicable specifications.	
	Driver's area mounted and adjustable multi speed manual fan.	
	Parts and Service Manual for ADD-ON Air Conditioners shall be Included. No Exceptions System controls will provide fan speeds and automatic thermostat operation. Roof mounted is not acceptable. In all cases the successful vendor will be responsible for all warranty repairs.	
	Adjustable heat and air conditioning controls for driver's area and passenger compartment.	
<b>Paint and Lettering</b>		
	Vehicles shall be white. The paint for the vehicle shall follow the outline described in Exhibit A. See paint scheme page for layout instructions. Call Marge Cole at 307-265-1313 for specifics regarding colors.	
	Rear of bus must include minimum 5" red letters that indicate bus makes frequent stops and stops at all railroad crossings.	
<b>Safety Equipment</b>		
	Twenty-four (24) unit first aid kit.	
	Five (5) pound, rechargeable type ABC rate fire extinguisher with metal head.	
	Three triangle warning devices	
	Rear and front mud flaps	
	Back up warning device	
	Wiring Master electronic printed circuit board control panel. Color function coding wiring harness. All cable and wiring shall be coded and the builder shall furnish complete wiring diagram clearly marked to indicate code.	
	All added accessories and electrical equipment shall be wired through a constant	

	solenoid, energized by the vehicle ignition switch and shall have a separate circuit breaking system. All wiring shall be protected from rubbing and heat sources.	
	In all cases the successful vendor is responsible for all warranty repairs to the body and the chassis.	
<b>ADA Accommodation</b>	<p>The vehicle shall meet the requirements of CFR 49 part 38, subpart B (Accessibility for Transportation Vehicles).</p> <p>Lift is to be tested before leaving the dealership and at delivery that it deploys and stows properly.</p>	
	The bus shall meet the requirements of CFR 49 part 38, subpart B (Accessibility for Transportation Vehicles). Lift shall be FMVSS 403/404 compliant. Installed by certified installer.	
	The lift shall be on the passenger side of the vehicle and shall be rated for 1,000 pounds. The lift doors shall have gas struts that allow the doors to be secure in the open position. The lift door shall be in compliance with ADA regulations.	
	A total of three (3) wheelchair tie down positions will be installed and located directly behind the driver seat. All wheelchair tie-downs positions require 3-point seat belts and must comply with applicable ADA regulations.	
	An interlock system shall be provided to ensure that the bus cannot be moved when the lift is not stowed and that the lift cannot be deployed unless the interlock is engaged (to meet ADA regulation). The interlock system shall engage when the lift operation sequence is followed. Interlock operating instructions shall be included with each bus at delivery.	
	Three (3) additional wheelchair	

	tie downs shipped loose.	
	Six (6) tie down pouches shipped loose.	
	EACH vehicle shall be equipped to accommodate three (3) forward facing wheelchair occupants. Drivers training kit shall include operating instructions guides and all necessary information to use the system successfully. Certification that the tie-downs meet or exceed ATBCB standards and ADA requirements must be provided. Seating configuration provided.	
<b>Additional Equipment</b>		
	<p>The Bus manufacturer shall provide complete recording video surveillance systems for use aboard the bus. Surveillance systems may be installed at the factory or shipped loose and installed locally.</p> <p>Systems are intended to improve patron and operator perception of safety and security through a comprehensive video and sound recording system providing coverage throughout the interior of the bus at a rate of up to 30 frames per second per camera.</p> <p>A minimum of four (4) surveillance cameras will be furnished by the successful bidder including all software, hardware, videos, complete installation instructions and maintenance plan as well as all necessary components needed for successful installation.</p> <p>Camera Specifications: Resolution: 1600x1200 32k colors or better.</p>	
	The successful vendor must provide training on the use, maintenance, and installation of the camera system.	
	One two-way radio (Motorola preferred for compatibility with existing radios) frequency 820 to 865 megahertz Smart Net	

	<p>Operation, with low profile (dome-style) roof-mounted antenna, no ground plane antennas.</p> <p>Due to the WYOLINK public safety communications system requiring unique functionality for Wyoming government agencies, Vendor shall pay for the purchase and installation of radios locally in Wyoming.</p>	
	AM/FM Radio	
	Dash mounted electric clock.	
	Tilt steering wheel.	
	Front-mounted bike racks which carry two bicycles.	
	Upper rear of vehicle must include an additional set of amber colored warning lights/flashers that can be activated with a switch by the driver to flash when bus is stopping.	
	Back up warning device that is audible outside the vehicle when the transmission is in reverse. The warning device shall be mounted in the rear of the vehicle.	
	Emergency triangle reflector kit.	
	Ceiling mounted safety handrails.	
	Manuals and keys: Each vehicle must be delivered with an operator's manual and Two (2) sets of keys.	
	One of each of the following must be provided:	
	Parts and Service Manual for ADD-ON Air Conditioners. No Exceptions.	
	Original Equipment Manufacturer.	
	Shop Repair Manual.	
	Cab & Chassis Manual.	
	Body (MFG) Manual.	
	Parts Manual.	
	Wheelchair Lift Service and Repair manual.	
<i>Destination Signs</i>	The bus shall have a minimum of two (2) large viewing windows	

	<p>for destination signs located on the front and curbside of the bus.</p> <p>Destination signs shall be re-programmed with destinations/language listed below. Fully programmable to provide up to twenty specific destinations). Single LED amber light style is acceptable.</p> <p><b><i>DRIVERS MUST HAVE EASY BUTTON ACCESS TO UPDATE INFORMATION ON MARQUEE. THE CONTROLS MUST BE MOUNTED IN THE DRIVER AREA. NO EXCEPTIONS!</i></b></p>	
	<p><b>Destinations/Language shall include, but not be limited to, the following:</b></p> <ul style="list-style-type: none"> <li>a. Red=Casper College, YMCA, KW</li> <li>b. Blue=East 2<sup>nd</sup>, Wal-Mart, Mall, Community Health</li> <li>c. Green=North Casper, Family Services, Counseling Center, West Casper</li> <li>d. Yellow=Paradise Valley, Sunrise, Wal-Mart West</li> <li>e. Purple=Mills</li> <li>f. Orange=Evansville</li> <li>g. Out of Service</li> <li>h. Happy Holidays</li> <li>i. Thank You</li> </ul>	
	Materials and instructions required to program signs to be included. No exceptions.	
	Successful vendor shall provide a minimum of one hour of training regarding programming and maintaining the destination signs.	
<b>Special Provisions</b>	Manuals providing parts information, operating instructions and electrical	

	schematics for the bus and lift shall be delivered with each unit.	
	<p>All warranty information and registrations shall be completely filled out and presented at the time of delivery.</p> <p>Bus shall be delivered <b>fully fueled</b> and serviced to the City of Casper Casper Service Center, 1800 East K St, Casper, WY.</p>	
	Manufacturer shall submit with the proposal a certification that the vehicle complies with 49 CFR FMVSS 571.220-221 and 204 a copy of the Altoona bus testing report for the model proposed as well as any other FMVSS requirements.	
	A certification must also be included with the bid that the vehicle meets all requirements of the American with Disabilities Act.	
	<p>All paperwork necessary to complete the titling and licensing of the vehicles shall be available within 30 days of delivery. This includes the following statement being placed in a conspicuous place on the face of the title:  <b>“WYDOT - GRANT RESTRICTED”.</b></p>	
	Illuminated "Stop Requested" sign located at the front of the vehicle and visible to the driver and all passengers. Stop request actuated by a pull cord system.	
<b>Warranty</b>	<p>Warranty shall become effective on the date the bus is placed into service. Warranty service performed at the manufacturer's facilities at the manufacturer's request shall have all costs covered by the manufacturer.</p> <p>Warranty for the bus shall be the following as a minimum:</p>	
	Three (3) years/36,000 miles on chassis.	
	Five (5) years/100,000 miles on power train, or the cost of extending.	
	Three (3) years on body	

	structure, exterior and paint.	
	Eighteen (18) months on lift.	
	All wiring shall be warranted for one (1) year from date of delivery.	
	Manufacturer's standard warranty of one (1) year 12,000 miles, minimum, on other add-on components and items.	
	The chassis, body, and all add-on components shall be warranted by the successful vendor.	
	The A/C system shall have a minimum of two (2) years unlimited miles.	
	Alignment prior to delivery, the vehicle shall be aligned after the installation of the coach, and wheelchair lift.	
	Provide contact name, address and phone number that will perform all warranty repairs.	
<b>Optional Provisions</b>	The following items will be listed as options to the base bid. Please provide the price for these items in the space below.	
Coolant Circulation Heater	The cooling system shall have an extra cooling capacity radiator, water pump, pulley, and clutch-type fan with coolant recovery system (heavy duty installed by chassis manufacturer). Cooling system shall be winterized (minimum -40).	
Hydraulic Transmission	<p>Hydraulic power split transmission which stores kinetic brake energy and releases energy during acceleration.</p> <p>Transmission dimensions: L-28.4" W-23.6" H-22.1". Available through Parker Hannifin Corp.</p> <p>Contact: Angelo Caponi Hydraulics Group 3885 Gateway Boulevard Columbus, OH 43228 (330) 715-2959</p>	

	<a href="mailto:angelo.caponi@parker.com">angelo.caponi@parker.com</a>  Phillip S. Mailey Hydraulics Group 3885 Gateway Boulevard Columbus, OH 43228 (614) 935-6181 <a href="mailto:phillip.mailey@parker.com">phillip.mailey@parker.com</a>	
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NOTE: ALL AREAS IN THE ABOVE SPECIFICATIONS ARE TO BE ANSWERED, OR THE BID WILL BE CONSIDERED INCOMPLETE AND WILL BE REJECTED.

**Additional**

**Information:** If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid.

All information regarding specifications should be routed through the MPO Manager, Andrew Nelson, 200 North David Street, Casper, Wyoming, 82601, telephone 307-235-8255.

**PAYMENT:** The Casper Area Transportation Coalition shall make a lump sum payment after delivery and final acceptance of all goods bid (usually within 45 days of delivery).



### **Part III: Required Submittal Documents, Certifications, and Forms**

***Bidder Checklist - Index of Required Documents & Certifications***

#	Description	Page	Completed
1.	Standard Bid Form	53	
2.	Standard Bid Bond	58	
3.	Non-Collusion Statement	60	
4.	Certification of Restrictions on Lobbying	61	
5.	Pre-Award Federal Motor Vehicle Safety Standards Certification	62	
6.	Certification of Compliance with the Americans with Disabilities Act	63	
7.	Transit Vehicle Manufacturers (TVM) Certification Regarding Disadvantaged Business Enterprise	64	
8.	Bus Testing Certification	65	
9.	Government-Wide Debarment and Suspension	66	
10.	Buy America Certification	67	
11.	Other Required Documents and References	68	

## **APPLICABLE FEDERAL CERTIFICATIONS AND CLAUSES**

### **Fly America Requirements**

Applicability- all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

### **Buy America Requirements (Rolling Stock)**

Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

Contractor shall comply with 49 USC 53230) and 49 CFR 661, as amended by MAP-21 stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$100,000) made with capital, operating or planning funds. Separate requirements for rolling stock are stated at 53230)(2)(C) and 49 CFR 661.11 and as amended by Map-21 (5325). Rolling stock must be manufactured in the US and have a minimum 60% domestic content and adhere to contract term limitations. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

### **Cargo Preference**

Contracts involving equipment, materials or commodities which may be transported by ocean vessels.

These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

**Energy Conservation**

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

**Clean Water**

All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

**Bus Testing**

Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 CFR 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended; and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

**Pre-Award & Post Delivery Audit Requirements**

Pre-Award & Post-Delivery Audit Requirements -Applicability- Rolling Stock/Turnkey

Contractor shall comply with 49 USC 5323(1) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and

B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.

D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

### **Lobbying**

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104- 65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with nonfederal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

### **Access to Records and Reports**

Applicability- As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

#### **Federal Changes**

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract Contractor's failure to comply shall constitute a material breach of the contract.

**Clean Air**

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

**Contract Work Hours & Safety Standards Act**

Applicability- Contracts over \$100,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**No Government Obligation to Third Parties**

Applicability- All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **Program Fraud and False or Fraudulent Statements or Related Acts**

Applicability- All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **Termination**

Applicability- All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision). The recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called



for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt *by* contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver *by* the recipient shall not limit its remedies for *any* succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, *may* terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient *may* terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this

contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient *may* terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor

was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

#### **Government Wide Debarment and Suspension (Non Procurement)**

Applicability- Contracts over \$25,000

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **Contracts Involving Federal Privacy Act Requirements**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

### **Civil Rights Requirements**

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Specifically:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity,

b. Nondiscrimination- Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as slated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other

applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, and (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: (1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§621 -634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or

Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) U.S. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse- Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd- 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: (1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Environmental Justice. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental

Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. §4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance, and

k. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

I. Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

### **Breaches and Dispute Resolution**

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**Disadvantaged Business Enterprise**

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

**Prompt Payment**

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors' work is satisfactorily completed. Any delay or postponement of payment from the above referenced



time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

#### **Incorporation of Federal Transit Administration (FTA) Terms**

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

#### **Other Federal Requirements**

The following requirements are not federal clauses.

#### **Full and Open Competition**

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

#### **Prohibition against Exclusionary or Discriminatory Specifications**

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

#### **Conformance with ITS National Architecture**

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture, as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. §517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

#### **Access Requirements for Persons with Disabilities**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

**Notification of Federal Participation**

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

**Interest of Members or Delegates to Congress**

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

**Ineligible Contractors and Subcontractors**

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

**Other Contract Requirements**

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

**Compliance with Federal Regulations**

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**Real Property**

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**Access to Services for Persons with Limited English Proficiency**

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

**Environmental Justice**

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

**Environmental Protections**

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

**Geographic Information and Related Spatial Data**

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

**Geographic Restrictions**

The Recipient agrees that it will not use any State or local geographic preferences, except: (1) A preference expressly mandated by applicable Federal law, or (2) A preference permitted by FTA; for example, a contractor's geographic location may be a selection criterion for a Recipient that is procuring architectural engineering or related services, provided that a sufficient number of qualified firms are eligible to compete for that contract, or (3) As provided in section 418 of the Consolidated and Further Continuing Appropriations Act, 2015, Public Law No. 113-235, December 15, 2014, geographic preferences in construction hiring are protected from enforcement under former 49 CFR § 18.36(c)(2), in accordance with any applicable federal regulations, requirements, and guidance and as implemented by FTA.

**Organizational Conflicts of Interest**

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of

interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

**Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only** Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by 'appropriate officials of the Federal and State agencies.

**Catalog of Federal Domestic Assistance (CFDA) Identification Number**

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

**CFDA number for the Federal Transportation Administration**

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in line 9d of Part III on the SF-SAC.

STANDARD BID FORM  
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION:           City of Casper  
  2016 Transit Bus Acquisition  
  Project No. MPO 16-01B2

THIS BID SUBMITTED TO:           City of Casper  
  200 North David Street  
  Casper, Wyoming 82601

1.     The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price according to the following schedule:
  - A.   Phase I delivery (two buses): 180 days after the release of chassis. The Bidder will submit to the City documentation from the manufacturer indicating the date that chassis were released and which establishes the final completion date.
  - B.   Phase II (two buses) delivery will be due **no sooner** than six months after the date of delivery of Phase I products. Phase II delivery is subject to the same 180 day completion upon release of the chassis.
2.   Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified above, plus any extension thereof allowed. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Twenty-Five Dollars (**\$25.00**) per vehicle for each day that expires after the time specified in Paragraph 1.A and 1.B. Failure of the Contractor to acknowledge the date of vehicle chassis release (evidenced by written proof from the chassis manufacturer) shall result in liquidated damages (but not as a penalty) in which Contractor shall pay Owner an additional Twenty-Five Dollars (**\$25.00**) per vehicle per day. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages. The sum total of liquidated damages shall be subtracted from the total price of the contract. The total amount of such liquidated damages shall not exceed 5% of the total contract price.

- A. The 5% cap on liquidated damages listed under Paragraph 2 above does not include the bid bond.
3. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
- A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):
- |                    |             |
|--------------------|-------------|
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |
- B. Bidder has thoroughly examined the specifications, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:
- TOTAL BASE BID, IN NUMERALS: \$ \_\_\_\_\_
- TOTAL BASE BID, IN WORDS: \_\_\_\_\_ DOLLARS.
- TOTAL BASE BID PER BUS, IN NUMERALS: \$ \_\_\_\_\_
6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to any performance bond which may be required by the City.
8. The following documents are attached to and made a condition of this Bid:
  - A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
  - B. Itemized Bid Schedule.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on \_\_\_\_\_, 2016.

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)

(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)

(Firm's Name)

\_\_\_\_\_

(General Partner)

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_



A CORPORATION OR LIMITED LIABILITY COMPANY

By: \_\_\_\_\_ (seal)  
(Corporation's or Limited Liability Company's Name)

\_\_\_\_\_  
(State of Incorporation or Organization)

By: \_\_\_\_\_ (seal)

(Title)

(Seal)

Attest: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

STANDARD BID BOND

(Approved by City Attorney, 1995)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
as Surety, are hereby held and firmly bound, pursuant to Wyoming Statute Section 15-1-113, unto the  
City of Casper, Wyoming, a Municipal Corporation as OWNER, in the penal sum of  
\_\_\_\_\_Dollar(s) (\$\_\_\_\_\_) for the  
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors  
and assigns, which represents five percent (5%) of the Principal's Total Base Bid.

The Condition of the above obligation is such that whereas the Principal has submitted to the City of  
Casper, Wyoming, a certain BID, whereby it has offered to enter into an Agreement in writing with  
OWNER, for the **MPO 16-01B2 Transit Bus Acquisition**.

NOW, THEREFORE,

A. If said BID shall be rejected; or,

B. If said BID shall be accepted and the Principal shall execute and deliver the Agreement to  
OWNER within thirty (30) days after Notice of Award (which shall constitute presentation of the  
Agreement to the Principal for the purpose of execution) and shall furnish Guarantors as provided in the  
Bidding Documents for this Project for Principal's faithful performance of said Agreement and for the  
payment of all persons performing labor or furnishing materials in connection therewith, and shall  
otherwise proceed with the performance of said Agreement, then this obligation shall be void, otherwise  
the same shall remain in full force and effect and OWNER may proceed against the BOND. It is  
expressly understood and agreed, however, that the liability of Surety for any and all claims hereunder  
shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its  
BOND shall be in no way impaired or affected by an extension of the time within which the OWNER  
may accept such BID, to a maximum of ninety (90) days after its submission to OWNER; and said Surety  
does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such  
of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be  
signed by their proper officers, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

Principal (Corporation, Partnership, Individual)

\_\_\_\_\_  
Secretary or Authorized Witness

By: \_\_\_\_\_  
(Authorized Representative)

(Seal)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
Address  
\_\_\_\_\_

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing Bid Bond was executed before me by \_\_\_\_\_,  
on behalf of \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Surety

BY: \_\_\_\_\_  
Attorney-in-Fact for Surety

\_\_\_\_\_  
Address  
\_\_\_\_\_

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing Bid Bond was executed before me by \_\_\_\_\_, who represented  
that he/she was the Attorney-in-Fact for the above named Surety, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

### NON-COLLUSION STATEMENT

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/she is the  
(owner, partner, officer, agent, representative, etc.)  
of \_\_\_\_\_, the bidder that  
has submitter the financial bid.
2. He/she is fully informed respecting the preparation and contents of the attached Bid, and of all  
pertinent circumstances respecting such bid; and,
3. Such bid is genuine and is not a collusive or sham bid; and,
4. Neither the said Bidder, nor any of its officers, partners, owners, agents, representatives,  
employees, or parties in interest, including this affiant, has in any way colluded, conspired,  
connived or agreed, directly or indirectly, with other Bidder, firm, or person to submit a collusion  
or sham Bid in connection with the Contract for which the attached Bid has been submitted, or to  
refrain from bidding in connection with such Contract, or has in any manner, directly or  
indirectly, south by agreement or collusion, communication, or conference with any other Bidder,  
firm, or person to fix price or prices in attached Bid, or of any other Bidder, or to secure through  
any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of  
Casper, Wyoming, or any person interested in the proposed contract, and;
5. The price or price quotes in the attached Bid are fair and not tainted by a collusion, conspiracy,  
connivance, or unlawful agreement on the part of the Bidder, or any of its agents, representatives,  
owners, employees, or parties in interest, including this affiant.

Signed: \_\_\_\_\_  
(Name) (Title)

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed: \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

My commission expires:

## **CERTIFICATION OF RESTRICTIONS ON LOBBYING**

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients of contracts over \$100,00 shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATE:

SIGNATURE:

NAME:

**PRE-AWARD FEDERAL MOTOR VEHICLE SAFETY STANDARDS COMPLIANCE  
CERTIFICATION**

As required by C.F.R Title 49, Part 663, Subpart D.,

\_\_\_\_\_ hereby certifies that the  
(Name of Firm)

Vehicles offered in this bid have been designed and manufactured for transit purposes and comply with all applicable Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, Part 571 in effect on the date of manufacture.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

\_\_\_\_\_ certifies that all vehicles manufactured and delivered to the City of Casper shall be in full compliance with the Americans with Disabilities Act, 49 CFR 38.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 CFR Part 26.49 regarding the participation of Disadvantaged Business Enterprises (DBE) in FTA assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

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Certification:

*I hereby certify, for the bidder named below, that it has complied with the provisions of 49 CFR Part 26.49 and that I am duly authorized by said bidder to make this certification.*

### BIDDER/COMPANY

Name of Bidder/Company: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Type or Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

---

### NOTARY

Type or Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Place Notary SEAL here:



## **BUS TESTING CERTIFICATION**

The undersigned bidder certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 CFR Part 665.

A copy of the test report (for each bid ITEM) prepared by the Federal Transit Administration's (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer in 49 CFR Part 29.

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Name of Bidder/Company

---

Type or Print Name

---

Signature of Authorized Representative

---

Signature of Notary and SEAL

Date of signature: \_\_\_\_/\_\_\_\_/\_\_\_\_

## GOVERNMENT-WIDE DEBARMENT AND SUSPENSION CERTIFICATION

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the SAM.gov database, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29 subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

### Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of the contract that *may* arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

\*\*\**SELECT ONE CERTIFICATION*\*\*\*

**COMPLIANCE WITH BUY AMERICA AND FMVSS  
ROLLING STOCK REQUIREMENTS**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323 (j), and the applicable regulations of 49 CFR 661.11

Company: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NON-COMPLIANCE WITH BUY AMERICA AND FMVSS  
ROLLING STOCK REQUIREMENTS**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Company: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Future Purchase Options

As part of this contract, the Contractor also allows for the purchase of additional and identical vehicles to be purchased on a schedule determined solely by the City (four additional, identical buses over four years). The future purchase price for any future vehicles shall be based on the Producer Price Index NAICS Code 336120 “Heavy duty truck over 14,001 GVW” with a base value of 151.8 (Bureau of Labor Statistics Preliminary number, January 2016).

## Other Required Documents

All bidders must submit the following items with their bid:

1. Copies of five purchase orders or contracts and other project files for **similar** size (plus or minus 2,000 GVW) of any make or model for other **government agencies** completed no longer than twelve (12) months prior to the bid opening date. Purchase orders need not be for the exact vehicle model being bid. These documents must include:
  - a. Date of contract/P.O. execution
  - b. Contracted date of delivery
  - c. Type of vehicle(s) purchased
  - d. Cost **per vehicle**
  - e. Total contract/P.O. cost
  - f. Date of vehicle delivery
  - g. Purchasing Agency’s contact information, including name, email, and phone number

## References

All bidders must submit at least three and no more than five references. **Please ensure that references are still employed by that organization** prior to submitting their name, organization, phone number, and email address. Failure to provide a reference or failure to include accurate contact information will result in the rejection of the bid. The City reserves the right to contact any reference or any client listed in the documents for information which may be helpful in evaluating the Bidder’s performance on previous projects. The City is not obligated to share content of any discussions with former clients with Bidders. Conversations with the referenced clients are considered confidential.

## Warranty Arrangements

The City requests a list of vendors who are authorized to complete warranty repairs for these vehicles in the Casper market area. Please include, in a separate letter, the name and contact information for vendors for all warranted components of the buses.

## **Part IV: Protest Procedures**

City of Casper  
Protest Procedures Relevant to Procurements using FTA Funds

Part I – Protest to City

1. Protests regarding pre-award, award, and post-award phases of the procurement process, including, but not limited to, requests for proposals (RFP), receipt of specifications, sealed bid, and contract award and implementation, must be filed, in writing, with the City Manager or his designee.
2. Pre-award protests must be filed at least two (2) days prior to the closing date for receipt of bids. Award and post-award protests must be filed no later than two (2) days after the bid opening. Preliminary protest shall be accepted as long as additional supporting material follows within two days after bid opening.
3. The protestor shall submit a copy of the filed protest to the entity that prepared the document on which the protest is based; i.e., the specifications, RFP, contract, contract implementation, or other.
4. The protest shall:
  - a. Include the name and address of the protestor
  - b. Identify the origination entity, project, and information relating to contract solicitation
  - c. Contain an explicit statement of the grounds for the protest and any possible supporting documentation.
5. The City Manager or his designee shall review the protest and any relevant documentation. The protest, all relevant documentation, and any decisions shall constitute the record.
6. Such review shall be held within five days of the filing of the protest. The City Manager shall inform the protestor of his/her decision in writing within ten days of the decision. Such decision shall provide at least a general response to each material issue raised in the protest.
7. If the City Manager decides the protest is valid, he or she shall prepare a recommendation that all bids may be rejected or the low bid may be rejected and the bid awarded to the next responsible low bidder.
8. The decision of the City Manager may be appealed to the City Council. Appeals to the Council shall be made in writing ten days after the Manager's decision. The decision of the Council shall be considered final. The Council shall notify the appellant, in writing, of its decision within five days of the decision.
9. The City shall not award a contract for five days following the decision on a bid protest except as provided in Section II(7). After five days, the City shall confirm with FTA that FTA has not received a protest on the contract in question.
10. If the Council decides the protest is not valid and no protest has been filed with FTA within five days, the bid award will continue according to normal procedures.

## Part II – Protest to FTA

1. Pursuant to FTA Circular 4220.1f, FTA may entertain a protest that alleges that the grantee failed to adopt or follow an adopted written protest procedure.
2. A protest must be filed with the appropriate FTA Regional Office, with a concurrent copy to the City, not later than five days after the City renders a final decision under the City's protest procedure, or five days after the protestor knew or should have known of the City's failure to render a final decision on the protest.
3. The protest filed with FTA shall:
  - a. Include the name and address of the protestor
  - b. Identify the grantee, project number, and the number of the contract solicitation
  - c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures, and be fully supported to the extent possible
  - d. Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.
4. FTA shall notify the grantee in a timely manner of the receipt of a protest. FTA shall instruct the grantee to notify the contractor of the protest if award has been made, or if no award has been made, to notify all interested parties. The grantee shall instruct all who receive such notice that they may communicate further directly with FTA.
5. The grantee shall submit the following information no later than ten days after receipt of notification by FTA of the protest:
  - a. A copy of the grantee's protest procedure
  - b. A description of the process followed concerning the protestor's protest
  - c. Any supporting documentation
6. The grantee shall provide the protestor with a copy of the above submission. The protestor must submit any comments on the grantee's submission no later than ten days after the protestor's receipt of the grantee's submission.
7. When a protest has been timely filed with the City before award, the City will not make an award prior to five days after the resolution of the protest, or if a protest has been filed with FTA, during the pendency of that protest, unless the City determines that:
  - a. The item(s) to be procured are urgently needed
  - b. Delivery or performance will be unduly delayed by failure to make the award
  - c. Failure to make prompt award will otherwise cause undue harm to the grantee or the federal government
  - d. Failure to make prompt delivery will otherwise significantly increase the price of the purchase

Upon receipt of the submissions, FTA will either request further information or a conference among the parties, or will render a decision on the protest.

## Exhibit A – Paint Scheme

\*\*\*Note: these images are for paint reference only and may not reflect other specifications listed in the bid documents\*\*\*

Call Marge at (307) 265-1313 questions regarding paint scheme or layout.

Vehicles shall be white.



Lettering on the rear of bus will be as follows:

"Operated by CATC 265-1313" – Black lettering

"Owned by the City of Casper" – black lettering

"Bus stops at all railroad crossings" – Minimum 5"  
Red Lettering

"Bus makes frequent stops" – Minimum 5" Red  
Lettering





## Exhibit B – Seating Configuration

\*\*\*Note: these images are for seating reference only and may not reflect other specifications listed in the bid documents\*\*\*

ALL WHEELCHAIR SEATS ON DRIVER'S SIDE ARE FORWARD FACING FOLDING SEATS.

DRIVER'S SIDE WHEELCHAIR TIE-DOWN WILL START DIRECTLY BEHIND DRIVERS SEAT.

**\*\*Alternative seating configurations must be approved prior to bid submission. \*\***

### ***24 Passenger Bus***

TIE DOWN LOCATIONS ARE FOLDING SEATS.

